

# EXHIBIT C

EXHIBIT C

## FAMILY SETTLEMENT AGREEMENT

This Agreement is entered into by and between the following individuals, hereinafter "Parties":

Sherman Scott Slatten  
Anthony Wayne Helton  
Billy Dwayne Helton  
Shawn David Helton

Whereas, Parties are heirs to the estate of Beulah Mae Slatten ("Decedent") and do not wish to open probate proceedings or incur additional probate costs to disburse proceeds from Decedent's lawsuit against C.R. Bard, Inc. and Bard Peripheral Vascular, Inc., and instead wish to enter into this **Family Settlement Agreement** which, in lieu of estate administration, defines the amount each Party shall receive from said lawsuit.

The Parties agree as follows:

1. Sherman Scott Slatten should be substituted in as "Personal Representative of the Estate of Beulah Mae Slatten, Deceased" to continue the action in her place and on behalf of all Parties.
2. All net amounts awarded to the Estate of Decedent shall be divided as follows:

Sherman Scott Slatten	1/2
Anthony Wayne Helton	1/6
Billy Duwayne Helton	1/6
Shaun David Helton	1/6

3. No Party shall demand from other Party any additional amount above and beyond their allocated portion of the net award.
4. Parties agree to INDEMNIFY and hold Howard L. Nations, P.C./The Nations Law Firm, any co-counsel firms, and Defendant(s) in the above-referenced lawsuit (collectively, "All Case Counsel"), as well as All Case Counsel's employees, officers, directors, agents, and past, present and future subsidiaries, affiliates, and controlling persons, HARMLESS for any disputes among Parties arising from this agreement.
5. Parties agree under penalty of perjury that they have fully disclosed the identity of all potential heirs to the Estate of Decedent to Howard L. Nations, P.C./The Nations Law Firm, and all such heirs are listed as Parties above and in the signature blocks below.
6. This Family Settlement Agreement may be executed in counterparts, which together shall constitute a fully executed original.
7. Parties hereby agree that this Family Settlement Agreement and its related issues shall be governed by Texas law, and they agree that the jurisdiction for resolving issues and claims pertaining to the estate, probate and this Family Settlement Agreement shall be district court in Harris county, Texas.

THEREFORE, in consideration of these promises, Parties hereby agree to and accept all conditions set forth in this Family Settlement Agreement.

Sherman Scott Slatten

Sherman Scott Slatten, entitled to 1/2 %, per this Family Settlement Agreement

02-12-18

DATE

STATE OF Kentucky

§  
§  
§

COUNTY OF Woodford

BEFORE ME, the undersigned authority, on this day personally appeared Sherman Scott Slatten, known to me to be the person whose name is subscribed to the foregoing Family Settlement Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office this 12<sup>th</sup> day of February, 2018.

(SEAL)

Renny J. Baker

Notary Public in and for the State of Kentucky

Expires April 2, 2019

notary ID# 531264

Anthony Wayne Helton

Anthony Wayne Helton, entitled to 1/6, per this Family Settlement Agreement

2/7/18

DATE

STATE OF Kentucky

§  
§  
§

COUNTY OF Breathitt

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Helton, known to me to be the person whose name is subscribed to the foregoing Family Settlement Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office this 7<sup>th</sup> day of February, 2018.

(SEAL)

Crystal Olatunji

Notary Public in and for the State of Kentucky

Commission Expires September 16, 2020.

Billy Helton

Billy Duwayne Helton, entitled to 1/6, per this Family Settlement Agreement

2/7/18

DATE

STATE OF Kentucky

§

COUNTY OF Breathitt

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Billy D. Helton, known to me to be the person whose name is subscribed to the foregoing Family Settlement Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office this 7<sup>th</sup> day of February, 201 8.

(SEAL)

Capital One

Notary Public in and for the State of Kentucky  
Commission Expires September 16, 2020

Shaun David Helton

Shaun David Helton, entitled to 1/6, per this Family Settlement Agreement

2-12-18

DATE

STATE OF Kentucky

§

§

COUNTY OF Woodford

§

BEFORE ME, the undersigned authority, on this day personally appeared Shaun David Helton, known to me to be the person whose name is subscribed to the foregoing Family Settlement Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office this 12<sup>th</sup> day of February, 201 8.

(SEAL)

Perry J. Baker

Notary Public in and for the State of Kentucky

Expires April 2, 2019 Notary ID # 531264